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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

11 MOROCCANOIL, INC., a California
12 corporation,

13 Plaintiff,

14 v.

15 GROUPON, INC., a Delaware
16 corporation; PEARL ENTERPRISES,
17 LLC, a New Jersey corporation d/b/a JR
18 Trading Company; STAR BEST BUY
19 INC, a New York corporation;
20 BEAUTY IT IS INC., a New York
21 corporation (DOE 1); BENZ DEALZ
22 LLC, a Florida limited liability
23 company (DOE 2); BINYOMIN
24 LUBIN, an individual (DOE 3); OMAR
25 MORENO, an individual (DOE 4); O
26 SIGNATURE LLC, an Arizona limited
27 liability company (DOE 5); and DOES
28 6 through 20, inclusive,

Defendants.

CASE No. CV15-08078-AB-MRW

**[PROPOSED] CONSENT
JUDGMENT AND PERMANENT
INJUNCTION**

Hon. André Birotte Jr.,
Presiding Judge

Hon. Michael R. Wilner,
Magistrate Judge

Complaint filed: October 14, 2015
Discovery Cutoff: June 30, 2017
Final Pretrial Conf.: December 18, 2017
Trial Date: January 9, 2018

1 WHEREAS Plaintiff Moroccanoil, Inc. (“Moroccanoil”), on the one hand,
2 and Defendants Binyomin Lubin (“Lubin”) and Benz Dealz LLC (“Benz Dealz”),
3 on the other hand, entered into and filed with this Court a Stipulation for Consent
4 Judgment and Permanent Injunction (“Stipulation”) to resolve this action as between
5 them.

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7 WHEREAS Moroccanoil has alleged that it is the exclusive owner of USPTO
8 Registration No. 3,478,807 for the trademark MOROCCANOIL.

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10 WHEREAS the parties have stipulated that from approximately July 2015 to
11 August 2015, Lubin and Benz Dealz transacted in and offered for sale products
12 bearing the MOROCCANOIL trademark or imitations thereof, including products
13 identified variously as “MoroccanOil [sic] Hair Treatment,” “Moroccan Oil [sic]
14 Hair Treatment 3.4 oz Bottle with Blue Box,” “Regular Moroccan Oil [sic],” and
15 “Moroccan Oil [sic], 3.4 oz /100 mL new, boxed,” which Moroccanoil contends is
16 counterfeit or otherwise infringing (the “Accused Products”).

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18 NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED, AS
19 BETWEEN MOROCCANOIL, ON THE ONE HAND, AND LUBIN AND BENZ
20 DEALZ, ON THE OTHER HAND:

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22 1. This action arises under the United States Lanham Trademark Act, 15 U.S.C.
23 §§ 1051, *et seq.*

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25 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and
26 1338.

1 3. This Court has personal jurisdiction over MoroccanOil, Lubin, and Benz
2 Dealz.

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4 4. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b).

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6 5. Effective as of the date of this Consent Judgment and Permanent Injunction
7 (“Consent Judgment”), Lubin and Benz Dealz and all of their respective parents,
8 subsidiaries, affiliates, owners, principals, directors, officers, successors, assigns,
9 agents, and all others acting in concert or participation with them, are to be
10 permanently enjoined and restrained from directly or indirectly selling, offering for
11 sale, transferring, distributing, brokering, or marketing any products bearing the
12 MOROCCANOIL trademark or any imitation thereof.

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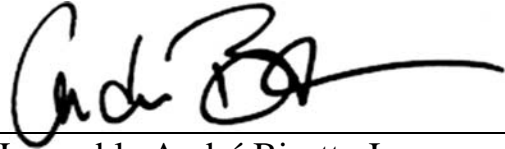
1 6. Within ten business days of this Consent Judgment, Lubin and Benz Dealz
2 shall each produce or make available for inspection to Moroccanoil the following
3 documents and tangible things that are within Lubin and/or Benz Dealz' possession,
4 custody, and control, are found after a reasonably diligent search, and have not been
5 previously produced in this matter: (a) all documents and correspondence exchanged
6 between Lubin and/or Benz Dealz and their respective suppliers of the Accused
7 Products concerning the Accused Products, (b) all documents and correspondence
8 exchanged between Lubin and/or Benz Dealz and their respective buyers concerning
9 the Accused Products and any other products bearing the MOROCCANOIL
10 trademark or any imitation thereof, (c) all Accused Products, (d) all documents and
11 correspondence concerning any investigation or testing of the Accused Products, (e)
12 all documents and correspondence concerning any instance where Lubin and/or
13 Benz Dealz' suppliers of the Accused Products supplied Lubin and/or Benz Dealz
14 with goods that were suspected or confirmed to be counterfeit, and (f) all documents
15 and correspondence exchanged between Lubin and/or Benz Dealz and their
16 respective buyers concerning Lubin and/or Benz Dealz' policies and procedures for
17 the inspection and testing of goods.

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19 7. Moroccanoil and Lubin and Benz Dealz shall bear their own respective costs
20 and attorneys' fees in this action.

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22 8. This Consent Judgment shall constitute the sole final judgment of all claims
23 between Moroccanoil, on the one hand, and Lubin and Benz Dealz, on the other
24 hand, arising out of or related to Lubin and/or Benz Dealz' sale and disposition of
25 the Accused Products, inclusive of all legal and equitable remedies.

1 9. The Court shall retain jurisdiction to enforce the terms of the parties'
2 Stipulation and this Consent Judgment.

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5 Dated: February 14, 2017



Honorable André Birotte Jr
United States District Court Judge

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8 Respectfully submitted,

9 Dated: February 14, 2017

10 Mark D. Kremer
11 Eric S. Engel
12 Evan Pitchford, members of
13 CONKLE, KREMER & ENGEL
14 Professional Law Corporation

15
16 /s/Evan Pitchford
17 Evan Pitchford
18 Attorneys for Plaintiff Moroccanoil, Inc.
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